

REMARKS

Reconsideration of the above-identified application in view of the amendments above and the remarks following is respectfully requested.

Informalities

Claims 8 and 38 are amended to overcome the informalities listed by the Examiner in section 5 of the Office Action.

Rejections under 35 USC 102(e) and 103.

Claims 1, 3, 5-12, 14-20, 36-42, 44-50, 91-100, 102 and 103 have been rejected under 35 U.S.C. § 102(e) as being clearly anticipated by Pallakoff US 6,269,343.

Claims 13, 43, and 101 are rejected under 35 USC 103(a) as being obvious over Pallakoff in view of Walker.

In the present amendment, claim 1 has been rewritten to include the limitation that the *product specification* comprises *an aggregation* of respectively different products. That is to say the group of buyers is offered by the system several unconnected products as an aggregation. Such an aggregation might be for example a table, a chair and a cupboard. The aggregation of the products as well as the size of the group improve the chance of obtaining a better price for the group than individuals would have been able to achieve for themselves.

The limitation applied to claim 1 in the previous response specified that the sellers are interfaced to the group to enable tendering by the sellers *to the group* thereby to enable individual purchasers to benefit from aggregated buying power. The

price therefore became a property of the group, and this provided a distinction over Walker.

In the present Office Action the Examiner cites Pollakoff, who also makes the price a property of the group. However, in Pollakoff the price is set by the seller as a function of the size of the group. That is to say the greater number of purchasers the lower is the price, but the demand curve that is used is set by the seller. In other words even in Pollakof, the initiative and the upper hand for the sale is in the hands of the seller. There is only one seller. The consumer gets no choice in the issue. By contrast in the present invention the group invites tenders and individual sellers make tender offers to the group. That is to say the potential seller names a price and the group then chooses the best tender.

The independent claims have been further amended to clarify the above point. The claim now specifies that the tenderer makes a price offer to the group as a whole. The group then takes the best tender offer. It is stressed once again, that in Pollakof this does not occur. Rather the seller offers a basic price and conditions for a volume discount. The buyer's choice in Pollakof is limited to "take it or leave it". As stated in the abstract of Pollakof "A seller can therefore offer volume discounts to buyers acting as a group, even when the buyers may not have any formal relationship with one another". The present embodiments by contrast encourage the buyers to develop some kind of relationship between them. The seller then does not get to offer a volume discount to the group. Rather he has to tender to the group, and the tender is taken against any other tenders that may be offered to the same group by other sellers. Nowhere in Pollakof is it stated or even hinted at that the seller tenders against other sellers for the attention of the group. Rather Pollakof is representative of a broad trend

in the art which is based on individual sellers and whose aim is to bring the individual seller to the attention of as many buyers as possible.

It is believed that the above amendment is sufficient to provide novel, inventive and therefore allowable claims. However for greater clarification, additional amendments have been provided so that claim 1 now defines the case in which the group seeks tenders for different and independent products. Claim 104 is identical to claim 1 except that the tender is for alternative products.

Pollakof discusses the case in which the transaction is for a single product or for a quantity of a single product, or for connected products such as a computer and associated printer. At no point does Pollakoff extend his idea to an aggregation of different products each individually having its own price and being sold together. Thus the group of users is according to the present invention as claimed in newly amended claim 1, empowered with *aggregated purchasing power over a combination of products*. No known art, at least that the inventor is aware of, knows how to confer aggregated purchasing power to an aggregation of products. The present invention achieves this in two ways. First of all a purchaser's group is set up for purchasing products. Secondly the way that the purchaser's group works is such as to encourage *tendering to the group by different sellers* after the group has been set up, whereas in the prior art, the products available to the group are already defined. As discussed above, the prior art does not therefore permit any real kind of tendering process. Whereas in Pollakof the price of the supplier drops as the number of purchasers increases, nevertheless the purchasers are grouped per product, and not as a target for tendering by as many sellers as are prepared to tender, as required by the present claims.

Furthermore claim 1 has been amended to define that the products are independent. That is to say the products in the group are not so linked as to be the kinds of products that are generally sold together. In Pollakof the only kind of product groupings are linked so that only a single price is involved, a computer and an associated printer, and suchlike.

By making the purchase price a property of the group, as in the present invention, the individual purchaser benefits from the strength of numbers of the group as a whole, which has never been achieved with an aggregation of different products that are typically sold separately, as required by the amended claim. The seller or supplier is forced to tender to the group as a whole, as specified in the claim and the group automatically concentrates on the best offer.

Walker does not teach tendering to a group or tendering an aggregation of different products, and Pollakoff, as explained above, does not teach tendering of an aggregation of unconnected products, as defined by the present claims. Indeed Walker does not teach the setting up of a group to assist purchasers. Walker states quite openly, Col 4 lines 63-64 that purchasers may not even know that their order has been aggregated into a group. That is to say grouping is for the benefit of the seller.

New independent claim 104 covers an embodiment of the present invention previously covered by claim 1, and made explicit in original claim 62, also see claim 102. In new claim 104, in place of an aggregation, the system provides a specification (new claim 105) or list of alternative products (new claim 106) and different suppliers tender their alternatives to the specification. Thus the specification may say color television 29", and any company or distributor offering such a product may tender to supply the number of televisions that equals the number of members in the group. The group accepts the tenders on the basis of the specification. Thus again the purchaser

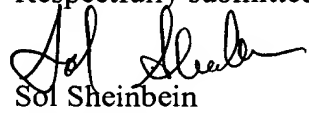
benefits from the group's improved purchasing power whilst knowing what specification of product he is buying. As an alternative the specification may be for a service, such as a one-stop flight from London to New York on a given day. Again, the purchasing power of the group is used to obtain the best deal that corresponds to the specification. That is to say once again, the system of the present invention uses the potential of the Internet to aggregate users as a means of empowering consumers. No such benefit accrues from any of the cited specifications since they do not allow or even hint at tendering from multiple sellers.

It is thus believed that independent claims 1, 97 and 104 are both novel and inventive over both Pollakoff when taken alone and the combination of Pollakof and Walker et al. In light of the Office Action being final, it is pointed out that the issues of an aggregation of products and alternative products are taken from claims 101 and 102 which were part of the present search and examination and therefore do not raise any new issues that may call for a further search. The concept of the tendering price was intrinsic to the independent claims since the tendering offer was already part of the claim. Thus likewise it is not believed that the amendment raises new issues that may call for a further search.

All dependent claims are believed to be allowable as being dependent on an allowable main claim.

In view of the above amendments and remarks it is respectfully submitted that all the pending claims are all now in condition for allowance. Prompt notice of allowance is respectfully and earnestly solicited.

Respectfully submitted,



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